

* * § 362 INFORMATION SHEET * *

JUSTIN JOHN BOOKER,
LAVONNA LOUISE BOOKER

20-14219-nmc

GB-1

DEBTOR
Carvana, LLC

BK-

MOTION #:

CHAPTER: 7

MOVANT

Certification of Attempt to Resolve the Matter Without Court Action:*Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.*

Date: 09/25/2020

Signature: Allison Schmidt, Esq.

Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 2016 Chevrolet Sonic

NOTICE SERVED ON: Debtor(s) ☒; Debtor's counsel ☒; Trustee ☒;

DATE OF SERVICE:

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st \$10,389.08 as of September 16, 2020.

2nd _____

3rd _____

4th _____

Other: _____

Total Encumbrances: \$10,389.08

APPRAISAL of OPINION as to VALUE:

\$10,425.00 based on NADA valuation.

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st _____

2nd _____

3rd _____

4th _____

Other: _____

Total Encumbrances: _____

APPRAISAL of OPINION as to VALUE:

TERMS of MOVANT'S CONTRACT
with the DEBTOR(S):

Amount of Note: \$14,142.50

Interest Rate: 16.05

Duration: 72 months.

Payment per Month: 308.00

Date of Default: 07/22/2020

Amount in Arrears: \$616.00

Date of Notice of Default: _____

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: Allison Schmidt, Esq.

/S/ Allison Schmidt, Esq.

DEBTOR'S OFFER of "ADEQUATE
PROTECTION" for MOVANT :.
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SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____

Allison Schmidt, Esq.
Nevada State Bar # 10743
GHIDOTTI BERGER, LLP
8716 Spanish Ridge Ave., #115
Las Vegas, NV 89148
Tel: (949) 427-2010
Fax: (949) 427-2732
Email: aschmidt@ghidottiberger.com

Attorney for Secured Creditor
Carvana, LLC, its successors and assigns

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA, LAS VEGAS

In re:)	CASE NO.: 20-14219-nmc
)	Chapter 7
JUSTIN JOHN BOOKER,)	
LAVONNA LOUISE BOOKER,)	MOTION FOR RELIEF FROM STAY (11
)	U.S.C. <i>Section</i> 362 Bankruptcy Rule 4001)
)	
Debtors.)	
)	
)	
)	
)	
)	

I. INTRODUCTION

COMES NOW, Carvana, LLC, its successors and/or assigns (“Movant”) and moves this Court for an order terminating the automatic stay, allowing Movant to proceed with and complete any and all contractual and statutory remedies incident to its interest held in the 2016 Chevrolet Sonic, VIN#1G1JC5SH4G4162561 (“Vehicle”) by virtue of the Contract and Title described below and attached as exhibits to this motion and memorandum. Movant further moves that, absent objection, the provisions of F.R.B.P. 4001(a)(3) be waived to avoid further deterioration of Movant’s secured position.

Prior to the filing of the Motion for Relief from the Automatic Stay, counsel attempted to

1 resolve the matter outside of court. However, those attempts were not successful.

2 **II. JURISDICTION**

3 This Court has jurisdiction over this proceeding pursuant to 28 U.S.C § 1334 and 28 U.S.C. §
4 157(b)(2)(G). This case relates to a case under Title 11 of the United States Code (“**Code**”). This
5 proceeding is defined as a “core proceeding” as that is defined in the Code.

6 **III. STANDING**

7 Under 11 U.S.C. § 362, a party seeking relief from stay must be a “party in interest.” To
8 establish that Movant is a “party in interest,” it must establish that it has at least a colorable claim to
9 the Vehicle that is the subject of the motion. In the case at bar, Movant’s claim is based on the
10 Contract and Title attached to the declaration in support of Movant’s Motion for Relief from Stay, on
11 file with the Court. Movant’s interest in the Contract and Title is described below.

12 **IV. THE CONTRACT AND TITLE**

13 On or about September 3, 2017, Debtor, JUSTIN JOHN BOOKER (“Debtor”) executed a
14 Contract in favor of Movant in the original principal amount of \$14,142.50 (“Contract”). Movant is
15 an entity entitled to enforce the Contract.

16 The debt described by the Contract by the Vehicle as evidenced by a Certificate of Title
17 (“Title”) naming Movant as the legal owner thereof.

18 Subsequent to the execution of the Contract and Title, Debtor has filed for protection under
19 Chapter 7 of Title 11 of the United States Code on August 27, 2020.

20 As of September 16, 2020, the approximate total payoff is \$10,389.08. The last payment was
21 received on July 25, 2020, which made the account due for the for the July 22, 2020 payment. The
22 Debtor is currently delinquent \$616.00.

23 The current value of the Vehicle as of September 16, 2020 according to the NADA Used Car
24 Guide is \$10,425.00.

25 ///

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V. AUTHORITY

A. Cause Exists to Grant Relief Pursuant to Section 362(d)(1); Lack of Adequate Protection

Movant submits that cause exists to grant relief under *Section 362(d)(1)*. Bankruptcy Code *Section 362(d)(1)* provides that a party may seek relief from stay based upon “cause,” including lack of adequate protection. Adequate protection can be offered in the form of cash or periodic payments or the existence of a sufficient equity cushion.

Movant submits that adequate protection in this case requires normal and periodic cash payments to Movant. The Debtor has not made a payment to Movant in nearly **two (2) months**. A continuing failure to maintain required regular payments has been held, in and of itself, to constitute sufficient cause for granting a motion to modify the stay. (*In re Trident Corp.*, 19 BR 956,958 (Bankr. E.D. Pa. 1982), *aff’d* 22 BR 491 (Bankr. E.D. Pa. 1982 (citing *In re Hinkle*, 14 BR 202, 204 (Bankr. E.D. Pa. 1981); see also *In re Jones*, 189 BR 13, 15 (Bank. E.D. Okla 1995) (citing *Hinkle*, 14 BR at 204)). The Debtor’s failure to tender regular ongoing monthly payments is sufficient cause to terminate the automatic stay.

B. Cause Exists to Grant Relief Pursuant to Section 362(d)(2); Lack of Equity

There appears to be no equity with respect to the subject Vehicle, and the Vehicle is not necessary for effective reorganization. Based upon the \$10,425.00 valuation, there is no equity in the Vehicle as Movant is owed approximately \$10,389.08. Consequently, pursuant to 11 U.S.C. Section 362(d)(2) cause exists to grant relief from stay.

VI. CONCLUSION

Based on the foregoing, Movant alleges that it is not adequately protected. Movant is not receiving regular monthly payments, and is unfairly delayed from proceeding with the collection of the Vehicle. Further, Debtor does not have sufficient equity in the Vehicle. Accordingly, relief from the automatic stay should be granted to Creditor pursuant to 11 U.S.C. §362(d)(1) and (2).

THEREFORE, Movant respectfully requests an Order be entered by this Court as follows:

1. An Order Terminating the Automatic Stay, permitting Movant to continue all acts necessary to secure possession of the subject Vehicle and sell the Vehicle in a commercially

1 reasonable manner without further Hearing before this Court pursuant to applicable state law;

2 2. For an Order waiving the 14-day stay provided by Bankruptcy Rule 4001(a)(3);

3 3. For an Order binding and effective despite any conversion of this case.

4 4. For such other relief as this Court deems appropriate

5 **GHIDOTTI BERGER, LLP**

6 DATED: September 25, 2020

7 By: /s/ Allison Schmidt

8 Allison Schmidt, Esq., Nevada State Bar # 10743
9 Attorney for Movant

Allison Schmidt, Esq.
Nevada State Bar # 10743
GHIDOTTI BERGER, LLP
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Attorney for Secured Creditor
Carvana, LLC, its successors and assigns

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA, LAS VEGAS

In re:)	CASE NO.: 20-14219-nmc
)	Chapter 7
JUSTIN JOHN BOOKER,)	
LAVONNA LOUISE BOOKER,)	DECLARATION IN SUPPORT OF
)	MOTION FOR RELIEF FROM STAY (11
)	U.S.C. Section 362 Bankruptcy Rule 4001)
Debtors.)	
)	
)	
)	
)	
)	

I, **Samantha Riley**, declare and state as follows:

1. I am over the age of eighteen years and not a party to this action. The facts set for the below are known to me personally based upon the review of the business records and I have first-hand knowledge of them. If called as a witness, I could and would testify competently under oath to such facts.

2. I am a(n) Operations Manager at Carvana, LLC ("Movant") and am familiar with the subject Contract in favor of Movant, and the subject Bankruptcy case.

3. I am familiar with the manner and procedure by which the records of Movant are obtained, prepared, and maintained. Those records are obtained, prepared, and maintained by employees or agents of Movant in the performance of their regular business duties at or near the time, act, conditions, or events recorded thereon. The records are made either by persons with knowledge of the matters they record or from information obtained by person with such knowledge. It is my business practice to maintain these records in the regular course of business.

4. Movant has been responsible for the handling of all matters relative to the underlying Contract prior to the filing of the within motion, including but not limited to processing of all payments received, crediting of received payments, adding all proper charges to the Contract, confirming the maintenance of insurance, communicating with and responding to the borrower on all matters relative to the Contract.

5. Debtor executed a contract dated September 3, 2017, in the principal amount of \$14,142.50 ("Contract"). Movant is an entity entitled to enforce the Contract. A copy of the Contract is attached hereto as **Exhibit "1"**.

6. All obligations (collectively, the "Obligations") of the Debtor under the Contract are secured by a 2016 Chevrolet Sonic, VIN#1G1JC5SH4G4162561 ("Vehicle") as evidenced by a Certificate of Title ("Title") naming Movant as the legal owner thereof. A copy of the Title is attached hereto as **Exhibit "2"**.


7. On August 27, 2020, Debtor filed a Chapter 7 Bankruptcy petition commencing the instant in the United States Bankruptcy Court for the District of Nevada.

8. As of September 16, 2020, the approximate total payoff is \$10,389.08. The last payment was received on July 25, 2020, which made the account due for the for the July 22, 2020 payment. The Debtor is currently delinquent \$616.00.

1 9. The current value of the Vehicle as of September 16, 2020 according to the NADA
2 Used Car Guide is \$10,425.00. A true and correct copy of the valuation is attached hereto as **Exhibit**
3 **"3"**.
4

5 I declare under penalty of perjury under the laws of the United States of America that the
6 foregoing is true and correct.
7

8 Executed on 9/23/2020 (Date) Mesa (City), AZ (State)
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10
11 
12 Signature

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14
15 **Samantha Riley**

16 Print Name
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EXHIBIT “1”

WY-102 10/10/2015

Retail Installment Contract and Security Agreement

Seller Name and Address

CARVANA, LLC
63 PIERCE RD
WINDER GA 30680-7280

Buyer(s) Name(s) and Address(es)

Justin Booker
223 Little Valley Trl
Cheyenne WY 82007

Summary

No. _____
Date 09/03/17

☐ Business, commercial or agricultural purpose Contract.

If the "Business, commercial or agricultural purpose Contract" box is checked, Buyer is: ☐ an individual. ☐ a corporation or partnership.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
16.05 %	\$ 7,925.49	\$ 14,142.50	\$ 22,067.99	\$ 1,200.00 \$ 23,267.99

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
71	\$ 308.00	monthly beginning 10/04/17
1	\$ 199.99	09/04/23
N/A	\$ N/A	N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of the greater of 5% of the unpaid amount of the payment due or \$10.00.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2016	Chevrolet	Sonic	Sedan	1G1JC5SH4G4162561	14353
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					
				Other:	N/A

Description of Trade-In

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Conditional Delivery

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A
N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 14,142.50 plus finance charges accruing on the unpaid balance at the rate of 16.05 % per year from the date of this Contract until paid in full. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

Itemization of Amount Financed

a. **Cash Price** of Vehicle, etc. (incl. sales tax of
\$ 637.50) \$ 13,387.50

b. Trade-in allowance \$ 0.00

c. Less: Amount owing, paid to (includes k):
N/A \$ N/A

d. Net trade-in (b-c; if negative, enter \$0 here and enter
the amount on line k) \$ 0.00

e. Cash payment \$ 1,200.00

f. Manufacturer's rebate \$ 0.00

g. Deferred down payment \$ 0.00

h. Other down payment (describe)
N/A \$ N/A

i. **Down Payment** (d + e + f + g + h) \$ 1,200.00

j. **Unpaid balance of Cash Price** (a-i) \$ 12,187.50

k. Financed trade-in balance (see line d) \$ 0.00

l. Paid to public officials, including filing fees \$ 456.00

m. Insurance premiums paid to insurance company(ies) \$ 0.00

n. To: Delivery Fees \$ 399.00 N/A

o. To: Vehicle Protection \$ 1,100.00 N/A

p. To: N/A \$ N/A N/A

q. To: N/A \$ N/A N/A

r. To: N/A \$ N/A N/A

s. To: N/A \$ N/A N/A

t. To: N/A \$ N/A N/A

u. To: N/A \$ N/A N/A

v. To: N/A \$ N/A N/A

w. To: N/A \$ N/A N/A

x. To: N/A \$ N/A N/A

y. **Total Other Charges/Amts Paid** (k thru x) \$ 1,955.00

z. **Prepaid Finance Charge** \$ 0.00

aa. **Amount Financed** (j + y - z) \$ 14,142.50

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the coverages you have chosen to purchase.

Credit Life☐ Single ☐ Joint ☐ NonePremium \$ N/A Term N/AInsured N/A**Credit Disability**☐ Single ☐ Joint ☐ NonePremium \$ N/A Term N/AInsured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: _____

N/A

DOB

By: _____

N/A

DOB

By: _____

N/A

DOB

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company you choose that is reasonably acceptable to us. The collision coverage deductible may not exceed \$ 1,000. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

<input type="checkbox"/> \$ <u>N/A</u> Deductible, Collision Cov.	\$ <u>N/A</u>
<input type="checkbox"/> \$ <u>N/A</u> Deductible, Comprehensive	\$ <u>N/A</u>
<input type="checkbox"/> Fire-Theft and Combined Additional Cov.	\$ <u>N/A</u>
<input type="checkbox"/> <u>N/A</u>	\$ <u>N/A</u>

Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

[This area intentionally left blank.]

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ Gap Waiver or Gap Coverage

Term 60 months
Price \$ 1,100.00
Coverage Carvana Vehicle Protection

☐ _____
Term N/A
Price \$ N/A
Coverage N/A

☐ N/A
Term N/A
Price \$ N/A
Coverage N/A

eSigned By: Justin
Aug 26, 2017 7:54:46 PM MDT

09/03/17

By: Justin Booker

Date

N/A

N/A

By:

Date

N/A

N/A

By:

Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the *Description of Property* section. "Property" means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

Purchase of Property. You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Balloon Payment. If any scheduled payment is more than twice as large as the average of all other regularly scheduled payments and you purchased the Property for personal, family, or household use, you may refinance that payment when due at our prevailing rates and terms if you meet our credit standards at that time. This right does not apply if your payment schedule is adjusted for seasonal or irregular income, or we do not offer similar credit at that time.

Governing Law and Interpretation. This Contract is governed by the law of Wyoming and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You fail to perform any obligation that you have undertaken in this Contract.
- ◆ We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our reasonable attorneys' fees, on referral of this Contract to an attorney not a salaried employee of ours. You also agree to pay the reasonable expenses we incur realizing on any Property.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the rate described in the *Payment* section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the *Payment* section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A	N/A
By:	Date
Signature of Third Party Owner (NOT the Buyer)	

[This area intentionally left blank.]

☒ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

eSigned By: Justin Booker 09/03/17
By: Justin Booker Date

N/A N/A
By: Date

N/A N/A
By: Date

Notice to Buyer. (1) Do not sign this Contract before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this Contract.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

eSigned By: Justin Booker 09/03/17
By: Justin Booker Date

N/A N/A
By: Date

N/A N/A
By: Date

Seller

Carvana, LLC 09/03/17
By: CARVANA, LLC Date

Assignment. This Contract and Security Agreement is assigned to

the Assignee, phone _____ . This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

☐ This Assignment is made with recourse.

Seller

By:

Date



CARVANA

1930 W. Rio Salado Pkwy
Tempe, AZ 85281
Office: 602.852.6604
Fax: 602.667.2581
Email: legal@carvana.com

Date: September 09,
2019

To Whom It May Concern,

This letter shall serve as formal acknowledgement that Bridgecrest is a valid loan servicer for Carvana loans.

If you have any questions, please contact me at the email address or phone number above.

Sincerely,

Name: Paul Breau

Title: General Counsel, Vice President, and Secretary

EXHIBIT “2”



WYOMING

OFFICE OF COUNTY CLERK

FEE

\$15.00

LARAMIE COUNTY

DATE ISSUED

10/2/2017

CHEYENNE, WYOMING

3:06 PM

CERTIFICATE OF TITLE

MAKE CHEV	YEAR 2016	VEHICLE IDENTIFICATION NO. HULL IDENTIFICATION NO. 1G1JC5SH4G4162561	BODY STYLE VESSEL TYPE 4DR	HULL MATRL.	PROPLSN	ENGINE DRIVE
FACTORY PRICE \$16,155	STATE FL	PRIOR TITLE NO. [REDACTED]	SELLER CARAVANA LLC WINDER, GA	ODOMETER VESSEL LENGTH 014353	PURCH. DATE 09/03/2017	

OWNER

Actual Mileage

BOOKER, JUSTIN
223 LITTLE VALLEY TRL
CHEYENNE WY 82007

VEHICLE BRAND

IN WITNESS WHEREOF, I have hereunto caused this Certificate to be signed and the official seal of this office to be placed thereon.

By DEBRA K. LEE

County Clerk

Linda CarterDeputy
(SEAL)

** FOR COUNTY CLERK'S USE ONLY **

FIRST LIEN	10/02/2017 \$22,067.99 U-910952 CARAVANA LLC Security Agreement LARAMIE CO - DEBRA K. LEE BY LC	First Lien Released _____ (Date) County Clerk _____ (SEAL) Deputy _____
SECOND LIEN		Second Lien Released _____ (Date) County Clerk _____ (SEAL) Deputy _____
THIRD LIEN		Third Lien Released _____ (Date) County Clerk _____ (SEAL) Deputy _____

LOOK FOR EAGLE WATERMARK IN SHEET - NOT VALID IF ALTERED OR CHANGED

MV-301 (10/11)

WATERCRAFT CODES

Vessel Type	Hull Material	Propulsion Type	Engine Drive Type
1-Canoe/Kayak	1-Fiberglass	1-Propeller	1-Outboard
2-Open Motorboat	2-Aluminum	2-Sail	2-Inboard
3-Rowboat	3-Wood	3-Waterjet	3-Inboard/Stern Drive
4-Cabin Motorboat	4-Steel	4-Airthrust	
5-Pontoon Boat	5-Rubber/Vinyl/Canvas	5-Manual	
6-Houseboat	6-Rigid Hull Inflatable		
7-Personal Watercraft (Jet Ski)	7-Other		
8-Sail Boat			
9-Other			

EXHIBIT “3”



J.D. POWER



NADAguides Value Report 9/16/2020

2016 Chevrolet Sonic Hatchback 5D LT I4

↔ CHANGE CAR + COMPARE

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$5,100	\$6,025	\$6,775	\$9,275
Mileage (50,353)	\$525	\$525	\$525	\$525
Total Base Price	\$5,625	\$6,550	\$7,300	\$9,800

Options

Price + Options	\$5,625	\$6,550	\$7,300	\$9,800
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Selling Your Car? **Get an Online Offer** in 2 Minutes.

Certified Pre-Owned (CPO) ⓘ				+\$625
------------------------------------	--	--	--	--------

Certified Price with Options				\$10,425
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CERTIFICATE OF SERVICE

On September 25, 2020, I served the foregoing documents described as Motion for Relief from Stay on the following individuals by electronic means through the Court's ECF program:

COUNSEL FOR DEBTORS
SETH D BALLSTAEDT

help@bkvegas.com

TRUSTEE
RYAN A. ANDERSEN

RYAN@NEVADATRUSTEE.COM

US TRUSTEE
US Trustee

USTPRegion17.LV.ECF@usdoj.gov

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Brandy Carroll
Brandy Carroll

On September 25, 2020, I served the foregoing documents described as Motion for Relief from Stay on the following individuals by depositing true copies thereof in the United States mail at Santa Ana, California enclosed in a sealed envelope, with postage paid, addressed as follows:

Debtors JUSTIN JOHN BOOKER 2219 N RANCH DR BUILDING S1201 LAS VEGAS, NV 89108 LAVONNA LOUISE BOOKER 2219 N RANCH DR BUILDING S1201 LAS VEGAS, NV 89108	
--	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Brandy Carroll
Brandy Carroll